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14 *Class Counsel*

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 **IN RE CONAGRA FOODS, INC.**

18 **ROBERT BRISEÑO, et al., individually)**
19 **and on behalf of all others similarly**
20 **situated,**

21 **Plaintiffs,**

22 **v.**

23 **CONAGRA FOODS, INC,**

24 **Defendants.**

Case No. CV 11-05379-CJC
(AGRx)

MDL No. 2291

**[PROPOSED] FINAL
JUDGMENT
AND DISMISSAL WITH
PREJUDICE**

1 Pursuant to Federal Rules of Civil Procedure 54 and 58, and in accordance with
2 the October 8, 2019 Order Granting Final Approval of Class Action Settlement [Dkt.
3 695, referred to as “Order Granting Final Approval”], **the Court ORDERS,**
4 **ADJUDGES, AND DECREES the following:**

5 1. This matter came before the Court to determine whether to finally approve
6 the Settlement with Defendant Conagra Brands, Inc. (formerly Conagra Foods, Inc.) as
7 set forth in the Settlement Agreement dated March 12, 2019 [Dkt. 652, Ex. 1
8 (Settlement Agreement)] relating to the Action.

9 2. Accordingly, the Court directs the entry of Judgment which shall
10 constitute a final adjudication of this case in accordance with the terms of the
11 Settlement Agreement.

12 3. The Court has jurisdiction over the subject matter of the Action and over
13 all parties to the Settlement Agreement, including all members of the Classes.

14 4. The Court has granted final approval and confirmed that the Settlement
15 set forth in the Settlement Agreement is, in all respects, fair, reasonable, and adequate
16 to the Classes pursuant to Fed. R. Civ. P. 23. [Dkt. 695]. After careful consideration
17 of all papers filed in this proceeding, including evidence from counsel regarding
18 attorneys’ fees, \$978,671 in unreimbursed expenses, and over 20,320 hours of time and
19 effort by Class Counsel [Dkts. 650-52, 660-63] benefitting the Classes and resulting in
20 the Settlement Agreement, the Court is fully informed and determined that the
21 Settlement Agreement should be and was approved in the Order Granting Final
22 Approval. [Dkt. 695].

23 5. Pursuant to Fed. R. Civ. P. 23(g), David E. Azar of Milberg Phillips
24 Grossman LLP; Ariana J. Tadler and A. J. de Bartolomeo of Tadler Law LLP; and
25 Adam J. Levitt and Amy E. Keller of DiCello Levitt Gutzler LLC have been appointed
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1 as counsel for the Class. Class Counsel and their respective firms have fairly and
2 competently represented the interests of the Classes.

3 6. Willis A. Johnson timely submitted a letter dated May 22, 2019, stating
4 he wanted to opt out and be excluded from the Settlement Agreement. (Dkt. 661-2,
5 Exhibit I). He, therefore, is excluded from this Final Judgment. No other opt-outs were
6 timely received and therefore all other Class Members are subject to this Final
7 Judgment and dismissal with prejudice, regardless of whether a Class Member
8 submitted a Claim Form.

9 7. This Court hereby dismisses the Action with prejudice, with each party to
10 bear its own costs and attorneys' fees except as otherwise described in the Settlement
11 Agreement and the Order Granting Final Approval.

12 8. All Released Claims as defined in Section 2 and set forth in Section 7 of
13 the Settlement Agreement ("Releases And Reservations And Covenants Not To Sue")
14 are dismissed with prejudice and forever discharged.

15 9. In entering this Final Judgment, the Court specifically refers to and
16 invokes the Full Faith and Credit Clause of the United States Constitution and the
17 doctrine of comity, and requests that any court in any other jurisdiction reviewing,
18 construing, or applying this Final Judgment implement and enforce its terms in their
19 entirety.

20 10. Without affecting the finality of this Final Judgment in any way, the Court
21 retains continuing jurisdiction over the Action to consider all further matters arising
22 out of or connected with the Settlement.

23 11. There is no just reason for delay in the entry of this Final Judgment and
24 immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54 (b)
25 of the Federal Rules of Civil Procedure

1 **IT IS SO ORDERED.**

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3 DATED: December ___, 2019

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CORMAC J. CARNEY

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UNITED STATES DISTRICT JUDGE

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